

1 The Honorable Ricardo S. Martinez
2
3
4
5
6

7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 AMAZON.COM, INC., a Delaware
11 corporation,

12 Plaintiff,

13 v.
14 KELLY FITZPATRICK, an individual;
15 SABRINA KELLY-KREJCI, an individual;
16 KANG WANG, an unknown entity, d/b/a
17 SEVENSTAR;
18 PUTIAN WEISEN TRADING CO., LTD, an
19 unknown entity, d/b/a LWENSTORE; JOSE A.
20 PAGAN, an individual, d/b/a GAM SPORTS;
21 YAN RUIQUN, an individual, d/b/a
22 KALOSUHA; JESSE A. FASNACHT, an
23 individual, d/b/a BRADYYER; BRADY
24 MICHAEL ABBOTT, an individual;
25 ZHUXIUBING, an unknown entity, d/b/a
GOGO TRENDY; CHENMAOQING, an
unknown entity, d/b/a MYERH STORE;
QUANFUWOWANGLUOKEJI (SHENZHEN)
YOUXIANGONGSI, an unknown entity, d/b/a
KEABIE; JINJIANGSHI OUSAIER TRADE
CO., LTD, an unknown entity, d/b/a WINJOY
MALL;
JINANSHITIANQIAOQUNATAISHANGMA
OYOUXIANGONGSI, an unknown entity,
d/b/a BIIKII;
HANDANSHIHANSHANQUZUOCHANGM
AOYIYOUXIANGONGSI, an unknown entity,
d/b/a GBEEGBEE,

26 Defendants.
27

No. 2-20-cv-01662-RSM

CONSENT DECREE

CONSENT DECREE

Pursuant to a confidential settlement agreement reached in this matter (the “Settlement Agreement”), Plaintiff Amazon.com, Inc. (“Amazon”) and Defendant Sabrina Kelly-Krejci (“Kelly-Krejci”) have jointly requested entry of this Consent Decree. Finding that it is in the interest of justice to do so, the Court grants the motion and hereby ORDERS as follows:

1. Plaintiff Amazon.com, Inc. (“Amazon”) asserts that Defendant Kelly-Krejci advertised, promoted, and facilitated the sale of counterfeit luxury goods in Amazon’s store, in violation of Amazon’s policies and the law. Amazon further asserts that the actions of Kelly-Krejci constitute false advertising under the Lanham Act and violate the Washington Consumer Protection Act.

2. Without admitting to any of the assertions in the Complaint, Kelly-Krejci has agreed, as part of the Settlement Agreement, to the entry of a Consent Decree whereby Kelly-Krejci is enjoined from directly or indirectly, or through any other party, marketing, advertising, linking to, promoting, or selling any products of any kind on any Amazon website in the future, without express written authorization from the Amazon Legal Department.

3. Accordingly, the Court ORDERS that Kelly-Krejci, her agents, representatives, successors, and assigns, are permanently enjoined and restrained from directly or indirectly, or through any other party, marketing, advertising, linking to, promoting, or selling any products of any kind on any Amazon website in the future, without express written authorization from the Amazon Legal Department.

4. All claims against Kelly-Krejci are dismissed with prejudice. Notwithstanding the dismissal of this action against Kelly-Krejci, the parties further agree that this Court shall retain exclusive personal and subject matter jurisdiction to enforce the terms of this Consent Decree and the Settlement Agreement entered into in connection herewith.

5. Each party shall bear its attorney fees and costs incurred in connection with this matter.

1 **IT IS SO ORDERED.**

2 DATED: _____, 2021

3
4 The Honorable Ricardo S. Martinez
5 United States District Judge

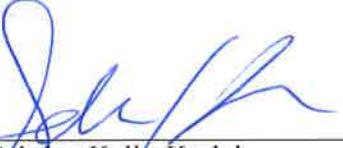
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

1 Presented by:

2
3 DAVIS WRIGHT TREMAINE LLP
Attorneys for Amazon.com, Inc.

4
5 By s/ Lauren B. Rainwater
Lauren B. Rainwater, WSBA #43625
Sarah Cox, WSBA #46703
6 Anna Buono, WSBA #56580
920 Fifth Avenue, Suite 3300
7 Seattle, WA 98104-1604
Tel: (206) 622-3150
8 Fax: (206) 757-7700
Email: sarahcox@dwt.com
laurenrainwater@dwt.com
annabuono@dwt.com

9
10 Scott R. Commerson, WSBA #58085
11 DAVIS WRIGHT TREMAINE LLP
865 S Figueroa Street, Suite 2400
12 Los Angeles, CA 90017
Tel: (213) 633-6890
13 Email: scottcommerson@dwt.com

14
15 
16 Sabrina Kelly-Krejci
17 811 Clary Street
Beloit, WI 53511